Service Level Agreement (SLA)

Last Updated: 2021-03-22

This SLA contains provisions on the availability of the services provided by neoalto via the portal https://app.neoalto,com ("neoalto Service Cloud"), on the performance of maintenance work, on support availability and on incident management.

1. **Definitions**

    1.1. **Downtime** means the total number of hours during which the essential functions of the service, as defined in the contract, are unavailable during the system erm.

    1.2. **Incident management** refers to the handling of incidents.

    1.3. **Response time** is the period of time in which neoalto begins to process a fault reported by the Customer.

    1.4. **SLA** refers to this Service Level Agreement.

    1.5. **Incident** means any impairment of the service, such as downtime, errors or quality degradation.

    1.6. **Incident class** denotes the severity of the incident.

    1.7. **Service provision time** means the time during which service is provided.

    1.8. **Contract** means the agreement between the Customer and neoalto for the provision of the Service by neoalto and the use of the Service by the Customer.

    1.9. **Availability** means that the Customer can execute and use the essential functions of the Service at the Delivery Point as defined in the Contract.

    1.10. **Transfer points** are the internet nodes of the data centre.

    1.11. **Maintenance Activities** are any maintenance activities required to ensure the availability of the Service, to rectify faults in the Service, to back up data and/or activities required to improve, enhance or renew functionality to ensure that the Service can be used in accordance with the Contract.

2. **General provisions**

    2.1. This SLA specifies the availability of the Service and the supporting service levels. neoalto shall provide the Services described below in accordance with the service description valid at the time of conclusion of the contract.

    2.2. This SLA applies exclusively to the Services made available to the Customer for productive use and not to non-productive, free and/or test versions of the Services and integration or test systems with unreleased functions.

    2.3. This SLA is only valid in conjunction with an individual contract based on the GTC of neoalto GmbH (see § 2 (6)) of the GTC and only comes into force once the Customer and neoalto have concluded the respective individual contract including this SLA.

    2.4. All obligations of neoalto in this SLA apply only to the Service provided to the Customer at the Delivery Point. neoalto is not responsible for the data transmission from the Delivery Point to the Customer and/or in the area of the Customer's IT system.

3. Availability and Service Credits

3.1. neoalto owes the agreed availability of the Service at the Delivery Point during the service provision period as described in the service description. Unless otherwise defined, an availability of 97% on an annual average is agreed.

3.2. neoalto is not obliged to make the Service available to the Customer for use during the scheduled maintenance work in the service provision period pursuant to Clause 6If the Service is available for use during planned maintenance work in the service provision period pursuant to clause 6, the use of the Service shall be at the Customer's own risk. The Customer acknowledges that the use of the Service may be limited in terms of functionality or performance during scheduled maintenance and/or that the Service may be shut down or restarted without notice. If the Service is made available during scheduled maintenance and there is a reduction in the functionality of the Service or a reduction in availability, the Customer shall not be entitled to any warranty or damages.

3.3. The availability of the Service is calculated using the following formula as a percentage of the time during a year during the service provision period.

$$\text{Availability in percent} = \frac{\text{Service provision time (h) - Downtime (h)}}{\text{Service provision time (h)}} \times 100$$

The definition of the service provision times and the downtimes corresponds to the provisions of the service description, paragraph C (2).

3.4. In calculating the actual availabilities, downtimes not attributable to neoalto shall be deemed service provision times. These harmless downtimes are:

a) Downtimes due to planned or unplanned maintenance work in accordance with Clause 6;

b) Downtime due to maintenance work agreed in advance with the Customer;

c) Downtimes due to operational disruptions caused by an event of force majeure or other unavoidable events beyond neoalto's control which could not be averted with reasonable effort and could not have been foreseen even with careful application, which make neoalto's obligations under this SLA considerably more difficult or impossible in whole or in part, such as e. g. strikes, lockouts, extraordinary weather conditions, power failures, operational or traffic disruptions and transport hindrances, and which releases neoalto from its obligations under this SLA for the duration of such events;

d) downtimes due to virus or hacker attacks, insofar as neoalto has not taken the agreed, or in the absence of an agreement the usual, protective measures;

e) Downtime due to a malfunction caused by the Customer;

f) Downtime due to software errors in Customer applications or due to errors in system and system-related software triggered by Customer applications or Customer data;

g) Downtimes caused by third parties (persons not attributable to neoalto).

3.5. The Customer shall notify neoalto of any impairment of the availability of the Service in accordance with Clause 5

3.6. Service Credits

3.6.1. If neoalto is responsible for non-compliance with the agreed availability in accordance with clause 3, the Customer may claim service credits in the amount described below:

Availability	Service Credit in %
1% - 1.99% below the agreed availability	1% of the total yearly service fee
2% - 4% below the agreed availability	2% of the total yearly service fee
> 4% below the agreed availability	Additional 0.5% of the total yearly service fee for each additional percentage point (1.0%) of reduced availability

3.6.2. In order to be able to claim Service Credits in accordance with clause 3 the Customer must claim the Service Credits in writing from neoalto within thirty (30) working days of the end of the calendar month in which the availability agreed in accordance with clause 3.1 was not reached. If the Customer fails to do so, the claim to these Service Credits shall expire and neoalto shall not be obliged to make any payment.

3.6.3. If the customer claims damages or reduction, service credits credited by neoalto for the non-achievement of availability shall be credited against these claims for damages or reduction.

4. **Support**

4.1. Operating hours of the neoalto support are

Working day	Monday - Friday
Operating hours	09:00 - 17:00
Language	German, English

4.2. Support includes a service desk for Customer incident reports through tickets and prioritisation of incident reports according to the urgency of the incident as well as analysis and isolation of the incident.

4.3. All times correspond to the time valid in Germany "Central European Time" (CET) or "Central European Summer Time" (CEST).

5. **Incident Management**

5.1. Incident management comprises all activities between the Customer and neoalto in connection with the notification and management of incidents until their resolution.

5.2. Incident classes

a) Incidents within the service are assigned to one of the following incident classes, which determine the target response time.

Incident class	Description	Response time
1 Critical	A class 1 incident exists if the use of the service or essential parts of the service is completely unavailable or severely restricted, e.g. due to - malfunctions, incorrect work results or response times.	<12h during operating hours of the neoalto support
2 Essential	A class 2 incident exists when the use of the service or essential functions are restricted, e.g. due to malfunctions, incorrect work results or long response times.	<12h during operating hours of the neoalto support
3 Insignificant	A class 3 incident exists if insignificant functionalities of the service are impaired, e.g. "nice to have" functionalities or blemishes that do not affect the use of the service.	< 24h during operating hours of the neoalto support
4 Low	A class 4 incident exists if the use of the service is not restricted at all, e.g. in the case of questions or improvement requests from the customer.	< 48h during operating hours of the neoalto support

b) neoalto will prioritise and classify incidents at its own discretion, taking into account the aforementioned definitions.

5.3. Process

a) The Customer shall inform neoalto immediately of any incidents.

b) The Customer shall notify neoalto of all incidents via the ticket.

c) The Customer shall ensure that the notification of an incident contains the following required information:

(1) Name of the Account;

(2) Detailed description of the incident to enable reproduction of the incident;

(3) Affected service and affected functionality of the service;

(4) Affected infrastructure and region;

(5) Date and time of occurrence of the incident;

(6) Categorisation of the incident by the Customer;

(7) Which troubleshooting measures have already been carried out by the Customer and what behaviour has occurred as a result of the Customer's troubleshooting measures.

d) As soon as the Customer has provided neoalto with all the necessary information, the incident process will begin. neoalto will then provide the Customer with an initial response within the response times specified in clause 5.2according to the respective incident class.

e) neoalto will inform the Customer about the elimination of the incident.

f) The processing of incidents shall take place during the working days and operating hours specified in Clause 4.1

g) neoalto shall provide the Customer with an interface for setting support tickets in neoalto's ticketing system. neoalto reserves the right to change the ticketing system at its own discretion due to changed requirements. Use of the ticketing system by third parties, in particular by end customers or suppliers of the Customer, is excluded. The ticket language for all tickets is English.

6. Maintenance work

6.1. neoalto is entitled to interrupt the provision of the Service for maintenance work.

6.2. neoalto will schedule maintenance work in such a way that the Customer's use of the Service is affected as little as possible.

6.3. Planned maintenance work is displayed in the neoalto Service Cloud with a lead time of at least 30 calendar days.

6.4. neoalto shall also be entitled to perform unscheduled maintenance of the Service for good cause, e.g. in the event of a threat to Service operation. This includes, in particular, emergency changes, e.g. the installation of security patches, which are necessary to secure and maintain operation and which require immediate implementation. The Customer must be notified immediately of such unscheduled maintenance work and it must be carried out in such a way that disruptions to the operating process are kept to a minimum.

7. Other

7.1. In all other respects, the provisions of the respective individual contract shall apply.